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URBAN A. LESTER

RECORDATION NO. 10390-D
FILED 1425
OCT 20 1994 - 1 20 PM
INTERSTATE COMMERCE COMMISSION

October 20, 1994

Mr. Vernon A. Williams
Acting Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two (2) copies of a Termination of Lease, dated as of September 30, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document is a partial termination of the Equipment Lease Agreement, which was duly filed with the Commission under Recordation Number 10390.

The names and addresses of the parties to the enclosed document are:

Lessor: PLM Equipment Growth Fund V
One Market Plaza
Stewart Street Plaza, Suite 900
San Francisco, California 94105

Lessee: Illinois Central ~~Corp~~ Railroad
455 N. Cityfront Plaza Drive
Chicago, Illinois 60611

A description of the railroad equipment covered by the enclosed document is attached to the Termination as Schedule I.

Mr. Vernon A. Williams
October 20, 1994
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Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

10/20/94


OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW, Ste. 200
Washington, DC. 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/20/94 at 1:20PM, and assigned recordation number(s). 10390-D and 10396-A.

Sincerely yours,

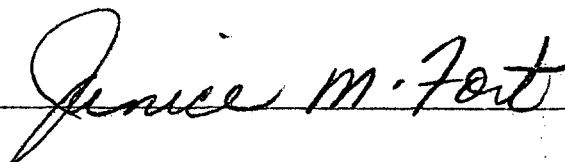

Vernon A. Williams
Acting Secretary

Enclosure(s)

42.00

\$ _____ The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



RECORDATION NO. 10390-D FILED 142R

OCT 20 1994 -1 20 PM

TERMINATION OF LEASE

INTERSTATE COMMERCE COMMISSION

THIS TERMINATION OF LEASE is made as of September 30, 1994, by PLM Equipment Growth Fund V, a California limited partnership ("Lessor"), and Illinois Central Railroad Company, a Delaware corporation formerly known as Illinois Central Gulf Railroad ("Lessee").

WITNESSETH:

WHEREAS, McDonnell Douglas Finance Corporation, a Delaware corporation ("Prior Lessor"), previously owned certain boxcars more fully described on Schedule 1 attached hereto (the "Units") and pursuant to that certain Lease Agreement No. 254 (ICC Recordation No. 10390) dated as of May 21, 1979, along with that certain Lease Addendum dated as of May 2, 1980 (ICC Recordation No. 10390-A), Lease Addendum No. 1 dated as of May 21, 1979, Lease Addendum No. 2 dated as of May 21, 1979, and Individual Equipment Record No. 254-007 (ICC Recordation No. 10390-C) between Prior Lessor and Lessee (collectively, the "Lease"), leased the Units to Lessee;

WHEREAS, pursuant to that certain Railcar Purchase Agreement dated March 31, 1992 between Prior Lessor and PLM Transportation Equipment Corporation, a California corporation ("TEC"), Prior Lessor sold, assigned, transferred and conveyed the Units to TEC;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated March 31, 1992 between Prior Lessor and TEC, Prior Lessor sold, assigned, transferred and conveyed to TEC all of Prior Lessor's right, title, interest, duties, obligations, and liabilities in and to the Lease with respect to the Units;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated August 6, 1992 between TEC and Lessor, TEC sold, assigned, transferred, and conveyed to Lessor all of TEC's right, title, interest, duties, obligation, and liabilities in the Units and in the Lease with respect to the Units, and Lessor now leases the Units to Lessee pursuant to the Lease; and

WHEREAS, the duties and obligations of the parties to the Lease with respect to the Units have been satisfied and discharged;

NOW, THEREFORE, in consideration of the promises and covenants in the documents set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with authority to issue and execute this document, intending to be legally bound, and recognizing the need to officially terminate the Lease in the files of the Interstate Commerce Commission as it relates to the Units, Lessor and Lessee hereby terminate and cancel the Lease as it relates to the Units and release each party from its obligations and liabilities thereunder effective as of the date herein first written above; *provided, however*, that all obligations and liabilities of the parties to the Lease with respect to any continuing indemnities set forth in the Lease shall remain in full force and effect to the extent they relate to an occurrence or event during the period of time prior to the effective date of this Termination of Lease.

This Termination of Lease shall not terminate the Lease as to any boxcars or railcars described therein other than the Units, and the Lease remains in full force and effect with respect to any such other boxcars or railcars.

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Lease to be duly executed as of the date hereinabove first written.

PLM EQUIPMENT GROWTH FUND V

By: PLM Financial Services, Inc.

Its: General Partner

By: 

Title: 

ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

Title: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

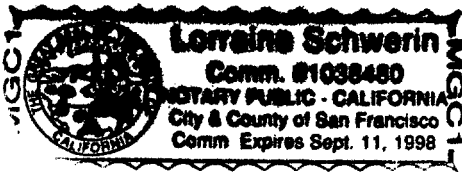
State of California

County of San Francisco

On September 29, 1994 before me, Lorraine Schwerin,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Allen V. Hirsch,
NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Lorraine Schwerin
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☒ CORPORATE OFFICER

President
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL

- ☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

PLM Financial Services, Inc.

DESCRIPTION OF ATTACHED DOCUMENT

Termination of Lease

TITLE OR TYPE OF DOCUMENT

2

NUMBER OF PAGES

September 30, 1994

DATE OF DOCUMENT

Illinois Central Railroad Company

SIGNER(S) OTHER THAN NAMED ABOVE

IN WITNESS WHEREOF, the parties hereto have caused this Termination of Lease to be duly executed as of the date hereinabove first written.

PLM EQUIPMENT GROWTH FUND V
By: PLM Financial Services, Inc.
Its: General Partner

By: _____

Title: _____

ILLINOIS CENTRAL RAILROAD COMPANY

By: *Douglas A. Roman*

Title: *Treasurer*

STATE OF _____)
COUNTY OF _____)

ss:

On this ____ day of _____, 1994, before me personally appeared the within named _____, to me personally known, who, being by me duly sworn, says that (s)he is _____ of PLM Financial Services, Inc., the general partner of PLM Equipment Growth Fund V, that the foregoing instrument was signed on behalf of said limited partnership, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited partnership.

Notary Public

[Notary Seal]

My commission expires: _____

STATE OF Illinois)
COUNTY OF Cook)

ss:

On this 30th day of September, 1994, before me personally appeared the within named D.A. Roman, to me personally known, who, being by me duly sworn, says that (s)he is Treasurer of Illinois Central Railroad Company, that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Notary Seal]



Marietta D. Sullivan
Notary Public

My commission expires: Jan 31, 1997

SCHEDULE 1

EQUIPMENT

Twenty-four (24) 70 ton, 50 foot, 6 inch, Class XM boxcars, built by Berwick Forge and Fabrication Company, marked as ICG 501000 to 501019, inclusive, and ICG 501021 to 501024, inclusive, and one 70 ton, 50 foot, 6 inch, Class XM boxcar, built by Berwick Forge and Fabrication Company which previously suffered an Event of Loss, marked as ICG 501020.